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SEPTEMBER 05, 2003

PTAS

MORRISON & FOERSTER LLP
GLENN M. KUBOTA
555 WEST FIFTH STREET
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LOS ANGELES, CA 90013



700042590A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 09/03/2003

REEL/FRAME: 013939/0576
NUMBER OF PAGES: 15

BRIEF: SALES AND ASSIGNMENT AGREEMENT

ASSIGNOR:

CREDIT MANAGERS ASSOCIATION OF
CALIFORNIA, DBA CMA BUSINESS
CREDIT SERVICES

DOC DATE: 05/13/2002

ASSIGNEE:

ENDEAVORS TECHNOLOGY, INC.
19600 FAIRCHILD ROAD
SUITE 350
IRVINE, CALIFORNIA 92612

SERIAL NUMBER: 09784699
PATENT NUMBER:

FILING DATE: 02/14/2001
ISSUE DATE:

SHARON LATIMER, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

2

09/03/2003

Form PTO-1595

(Rev. 03/01)

OMB No. 0551-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

Credit Managers Association of California
dba CMA Business Credit ServicesAdditional name(s) of conveying party(ies)
attached?☐ Yes ☒ No

3. Nature of Conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other Sales And Assignment Agreement

Execution Date: May 13, 2002

2. Name and address of receiving party(ies)

Name: Endeavors Technology, Inc.

Internal Address:

Street Address:

19600 Fairchild Road, Suite 360

City: Irvine, California

Country: USA

Zip: 92612

Additional name(s) &
address(es) attached:☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the new application is:

A. Patent Application No.(s): 09/784,699 (filed: 02/14/01) B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Glenn M. Kubota
MORRISON & FOERSTER LLP

Internal Address: Atty. Dkt.: 522132000000

Street Address:

555 West Fifth Street, Suite 3500

City:
Los Angeles

State: CA Zip: 90013

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41)

\$ 40.00

☐ Enclosed☒ Authorized to be charged to deposit account☐ Authorized to be charged to credit card
(Form 2038 enclosed)

8. Deposit account number:

03-1952

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Glenn M. Kubota (44,197)

Name of Person Signing

Signature

September 3, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 16

I hereby certify that this correspondence is being transmitted by facsimile to the following telephone number: 703-308-6995 and addressed to: M/S Assignment, Recordation Services, Director - U. S. Patent and Trademark Office, PO Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: September 3, 2003

Signature: (Karin Kaufmann)

FORM 1595-100 03/01/02 09/03/03

SALES AND ASSIGNMENT AGREEMENT

This Sales and Assignment Agreement (this "Agreement") is made as of May 13 2002 (the "Effective Date"), by and between Credit Managers Association of California, doing business as CMA Business Credit Services, a California corporation with its principal place of business at 40 East Verdugo Avenue, Burbank, California 91502 ("Assignor"), and Endeavors Technology, Inc., a California corporation, with its principal place of business at 19700 Fairchild Road, Suite 200, Irvine, California, 92612. ("Assignee"). Assignor and Assignee shall sometimes be referred to hereinafter collectively as the "Parties" and individually as a "Party." All capitalized terms not otherwise defined herein shall have the meaning set forth in Section 1 of this Agreement.

RECITALS

WHEREAS, Assignor has acquired the property of Omnishift Technologies, Inc., a Delaware corporation ("Omnishift"), including the "Assigned Property" (defined below), pursuant to that certain General Assignment and that certain Supplement to the General Assignment, both dated May 13 2002; and

WHEREAS, Assignor has agreed to irrevocably transfer and assign to Assignee all of its rights, title and interests, on a worldwide basis, including, without limitation, all intellectual property rights, in and to Assigned Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS

For the purposes of this Agreement, the following terms will have the meanings ascribed to them in this Section 1:

1.1 "Assigned Property" shall have the meaning set forth in Section 2.1 hereof.

1.2 "AutoDesk License Agreement" means the license agreement entered into by and between Omnishift, and AutoDesk on or about June 1, 2001, and amended on or about December 17, 2001 and again on or about March 1, 2002.

1.3 "Hardware" means the hardware set forth in Exhibit E.

1.4 "Patents" mean the patent applications and registrations set forth in Exhibit C, and all other rights and property described in Section 2.1(d) hereof.

1.5 "Price" means a one-time payment of two hundred, fifty thousand dollars (US\$ 250,000).

1.6 "Proprietary Information" means any confidential or proprietary information, know-how and trade secrets described or comprised in or relating to the Proprietary Products, Hardware, Third Party Products, Patents, and the general business operations of Assignor, that is not in the public domain or regularly disclosed by Assignor to third parties without confidentiality restrictions, including, without limitation, (a) research, product plans, developments, inventions, discoveries, processes, formulas, algorithms, technology, designs, drawings and business strategies and plans used in and material to or necessary for the operation or use of the Proprietary Products and Third Party Products; (b) all existing business and marketing records for the Proprietary Products, Third Party Products, and Patents, including, without limitation, accounting and operating records, asset ledgers, inventory records, budgets, databases, customer lists, employment and consulting agreements, supplier lists, files, books, correspondence and mailing lists, promotional and advertising materials and brochures and other business records; (c) all business information relating to the AutoDesk License Agreement; and (d) all rights and property described in Section 2.1(b) hereof.

1.7 "Proprietary Products" means the products set forth in Exhibit A, including, without limitation,

(a) any software and firmware relating thereto, in object and source code formats and all user manuals, reference manuals and other documentation and materials relating thereto; (b) any derivative works, foreign language versions, fixes, upgrades, updates, enhancements, new versions or previous versions thereof; (c) all media and other tangible property necessary for the transfer thereof from Assignor to Assignee; and (d) all rights and property described in Section 2.1(a) hereof.

1.8 "Third Party Products" means the products set forth in Exhibit B, including, without limitation, (a) any software and firmware relating thereto, in object and source code formats and all user manuals, reference manuals and other documentation and materials relating thereto; (b) any derivative works, foreign language versions, fixes, upgrades, updates, enhancements, new versions or previous versions thereof provided by the third-party licensor of such products to Assignor; (c) all rights of Assignor under express or implied warranties from third-party licensors or suppliers with respect to such products; (d) all media and other tangible property necessary for the transfer of such products from Assignor to Assignee; and (e) all rights and property described in Section 2.1(c) hereof.

2. ASSIGNMENT

2.1 Assignment of Intellectual Property Rights and Other Property. Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee the following property (the "Assigned Property"):

(a) **Proprietary Products.** All of Assignor's rights, title and interests of every kind and character throughout the world in and to the Proprietary Products to the full extent of its ownership or interest therein, including, without limitation, all federal, state, foreign, statutory and common law and other rights in patents, copyrights, moral rights, trademarks, trade secrets, know-how, design rights and all other intellectual property and proprietary rights therein; all domestic and foreign intellectual property applications and registrations therefor (and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Proprietary Products. Upon Assignee's reasonable request, Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Proprietary Products.

(b) **Proprietary Information.** All of Assignor's rights, title and interest of every kind and character throughout the world in and to the Proprietary Information to the full extent of its ownership or interest therein, including, without limitation, all federal, state, foreign, statutory and common law and other rights in copyrights, moral rights, trade secrets, know-how and all other intellectual property and proprietary rights therein; all domestic and foreign intellectual property applications and registrations therefor (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Proprietary Information. Upon Assignee's reasonable request, Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Proprietary Information.

(c) **Third Party Products.** All of Assignor's rights, title and interest of every kind and character throughout the world in and to the Third Party Products and any license agreements related thereto to the full extent of Assignor's rights or interest therein (if any). Upon Assignee's request, Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Third Party Products and any license agreements related thereto.

(d) **Patents.** All of Assignor's rights, title and interest of every kind and character throughout the

world in and to the Patents to the full extent of its ownership or interest therein, including, without limitation, all domestic and foreign patent applications and registrations therefor (and all patents that issue therefrom and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such applications, registrations and patents, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); all of Assignor's rights in the obligations, responsibilities and/or duties of the inventor(s) of the Patents to assist Assignor in prosecuting the Patents before any governmental patent office or authority (including, but not limited to, the right of Assignor to solely prosecute the Patents without the assistance or involvement of the inventor(s) of such Patent(s); and any and all other rights and interests arising out of, in connection with or in relation to the Patents. The Parties agree to have executed and file with the United States Patent and Trademark Office the confirmatory assignment with respect to the Patents attached hereto as Exhibit D. Upon Assignee's request, Assignor will promptly take such other actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Patents.

(e) **Hardware.** All of Assignor's rights, title and interest of every kind and character throughout the world in and to the Hardware and any license agreements related thereto to the full extent of Assignor's rights or interest therein (if any). Upon Assignee's request, Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Hardware and any license agreements related thereto.

2.2 **Later Acquired or Enlarged Rights.** In the event that Assignor hereafter acquires, by agreement, operation of law or otherwise, ownership or other additional or greater interest in the Assigned Property than that assigned or licensed hereunder, such later-acquired rights will automatically be subject to this Agreement such that such rights are assigned or licensed to Assignee hereunder as if Assignor had possessed them on the Effective Date.

2.3 **Appointment.** In the event that Assignee is unable, after reasonable notice to Assignor, for any reason whatsoever, to secure Assignor's signature to any document Assignor is required to execute pursuant to this Section 2 to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Assigned Property, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agents and attorneys-in-fact, to act for and on its behalf and instead of Assignor, to execute and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 2.3 with the same legal force and effect as if executed by Assignor.

3. PAYMENT

In consideration of the assignment of the Assigned Property pursuant to Section 2.1 hereof, Assignee will pay to Assignor the Price, the receipt and full satisfaction of which is hereby acknowledged by the Parties.

4. LIMITATION OF LIABILITY

4.1 **Limitation of Liability Disclaimer.** Assignor represents and warrants only that it has the requisite power and authority to execute, deliver and perform this Agreement. EXCEPT FOR SUCH REPRESENTATION AND WARRANTY, THE ASSIGNED PROPERTY IS BEING SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND ASSIGNOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

4.2 **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, OR DAMAGES FOR ANY LOSS OF PROFITS, REVENUE OR BUSINESS, EVEN IF SUCH PARTY IS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. The Parties acknowledge that the limitation of liability set forth in this Section 4.2 and the allocation of risk that it implements is an essential element of the bargain agreed to by the

Parties, without which the Parties would not have entered into this Agreement.

4.3 Assignee for Benefit of Creditors Capacity. Assignee is expressly aware and fully informed that Assignor is selling the Assigned Property exclusively in its capacity as assignee under an Assignment for the Benefit of Creditors. No personal liability to Assignor's agents, officers, directors, or the like for costs, fees or other charges on the Assignor's part is intended, any liability is strictly the liability of the assignment estate received by Assignor from Omnishift.

5. GENERAL

5.1 Assignment. Assignee shall be entitled to assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, for the benefit of its creditors, by operation of law or otherwise, this Agreement and any of its rights or obligations of this Agreement. Assignor shall not and shall not have the right to assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Assignee. Any purported assignment, sale, transfer, delegation or other disposition by Assignor, except as permitted herein, shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

5.2 Governing Law. THIS AGREEMENT HAS BEEN EXECUTED AND DELIVERED IN THE STATE OF CALIFORNIA AND WILL BE GOVERNED AND CONSTRUED FOR ALL PURPOSES IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PROVISIONS THAT MIGHT REQUIRE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

5.3 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.

5.4 Entire Agreement. This Agreement, including any exhibit(s) hereto which are incorporated herein by this reference, serves to document formally the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written) relating to the same subject matter. No amendment or modification of any provision of this Agreement will be effective unless in writing and signed by a duly authorized signatory of the Party against which enforcement of the amendment or modification is sought. The rights and remedies of Assignee under this Agreement are in addition to, and cumulative of, the rights and remedies under the Supplement to the General Assignment in its capacity as the CMA Buyer thereunder.

5.5 Counterparts. This Agreement may be executed (including, without limitation, by facsimile signature) in one or more counterparts, with the same effect as if the parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one Agreement.


5.6 Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

[Signature Page to Follow]

Execution Copy

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

CREDIT MANAGERS ASSOCIATION OF ENDEAVORS TECHNOLOGY, INC.
CALIFORNIA

By: 

Name (Print): ROBERT J. HODER, SECRETARY

Title: _____

By: _____

Name (Print): _____

Title: _____

Execution Copy

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

CREDIT MANAGERS ASSOCIATION OF ENDEAVORS TECHNOLOGY, INC.
CALIFORNIA

By: 

Name (Print): ROBERT J. HODER, SECRETARY

Title: _____

By: _____

Name (Print): _____

Title: _____

Execution Copy

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**CREDIT MANAGERS ASSOCIATION OF ENDEAVORS TECHNOLOGY, INC.
CALIFORNIA**

By: _____

Name (Print): _____

Title: _____

By:  _____

Name (Print): J.B. HULME

Title: CHAIRMAN

EXHIBIT A

PROPRIETARY PRODUCTS

SOURCE CODE AND REVISION HISTORY:

(EXECUTABLES FOR THE SOURCES BELOW INCLUDE RELEASE VERSIONS 1.3 AND 1.5)

- **XNet Application Set Server**, which streams the requested portions of the XNet Application Set to subscribers.
- **XNet Software Licensing and Metering (SLiM) Server**, which manages subscriber licenses and meters application usage.
- **XNet Data Server**, which provides subscribers with the option of storing their application data files in the XNet Universal WorkSpace for ubiquitous access.
- **XNet Database Server**, which houses subscriber profile and billing (usage) information.
- **XNet Web Server**, which provides a customizable Web interface through which service providers can provision, manage, and maintain subscriber accounts, manage XNet Application Sets, and gain access to usage and performance information.
- **XNet Monitoring Server**, which ensures continuous availability of the Application Set and SLiM servers.
- **XNet Client**, which manages the application environment within the XNet Universal WorkSpace.
- **XNet Cache System**, which brings the functionality of the XNet Application Set Server to the very edge of the Internet. The XNet Cache is embedded in third-party devices (hardware servers, routers, firewalls, and Internet appliances) that can be configured and deployed in a variety of ways, depending upon the capabilities and the design of the device itself.

ADDITIONAL PROPRIETARY PRODUCTS:

- **Build System Configuration and Scripts**
- **Published Application Sets**
- **User Documentation**
- **Server Installation Procedures and Scripts**
- **MS Exchange Discussion Group Data**
- **QA and Test Procedure Documents**

EXHIBIT B

THIRD PARTY PRODUCTS

MSDN Enterprise License
Visual Studio
Exabyte Backup System Software
Operating System Licenses for the Hardware
MS Exchange Server
Webgain - 3 or 4 seats
InstallShield 3 or 4 seats
RAR
Perforce - approx. 40 seats

EXHIBIT C

PATENTS & PATENT APPLICATIONS

OMNI-0001PR	60/201,607	May 3, 2000	Method for Efficiently and Securely Delivering Computer Applications Over a Network
OMNI-0002	09/784,699	February 14, 2001	Intelligent Network Streaming and Execution System for Conventionally Coded Applications
OMNI-0003	09/858,260	May 15, 2001	Client-Side Performance Optimization System for Streamed Applications
OMNI-0004	10/005,729	November 6, 2001	Optimized Server for Streamed Applications
OMNI-0005	09/826,607	April 5, 2001	Conventionally Coded Application Conversion System for Streamed Delivery and Execution
OMNI-0006	09/827,030	April 5, 2001	Client Installation and Execution System for Streamed Applications
OMNI-0007	10/010,147	November 6, 2001	Network Caching System for Streamed Applications
OMNI-0008	09/847,813	May 1, 2001	Anti-Piracy System for Remotely Served Computer Applications
OMNI-009PR	60/246,384	November 6, 2000	Adaptively Optimized Network Streamed Execution of Conventionally Coded Applications

EXHIBIT D

CONFIRMATORY PATENT ASSIGNMENT FORM

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNMENT

WHEREAS, CMA Business Credit Services, a California corporation, with offices at 40 East Verdugo Avenue, Burbank, California 91502 ("ASSIGNOR") owns certain patent applications and/or registrations, as set forth in Attachment I attached hereto and incorporated herein by this reference ("PATENTS"); and

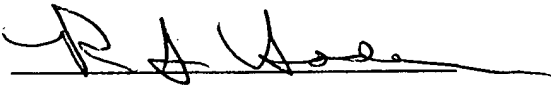
WHEREAS, Endeavors Technology, Inc., a California corporation organized, with offices at 19700 Fairchild Road, Suite 200, Irvine, California 92612 ("ASSIGNEE"), desires to acquire all of the right, title and interest of ASSIGNOR in, to and under the PATENTS;

WHEREAS, ASSIGNOR and ASSIGNEE have entered into a certain Sales and Assignment Agreement, dated May 13, 2002, assigning, among other things, all right, title and interest in and to the PATENTS from ASSIGNOR to ASSIGNEE;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the receipt and sufficiency of which hereby is acknowledged, ASSIGNOR does hereby sell, assign, transfer and convey unto ASSIGNEE its entire right, title and interest in and to the PATENTS, including all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of the applications and registrations for the PATENTS (and the right to apply for any of the foregoing); all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the PATENTS.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be duly executed by an authorized officer on this 13 day of MAY, 2002.

By:



Name: ROBERT J. HODER, SECRETARY

Title: _____

Execution Copy

[STATE OF _____)

COUNTY OF _____)ss.
)

On _____, 200_, before me, the undersigned notary public in and for said County and State,
personally appeared _____

_____ personally known to me *(or)*

_____ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) _____ subscribed to the within instrument and acknowledged to
me that _____ executed the same in _____ authorized capacity(ies) and that, by
_____ signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s)
acted executed the instrument.

WITNESS my hand and official seal.

My commission expires on

ATTACHMENT 1

PATENTS & PATENT APPLICATIONS

OMNI-0001PR	60/201,607	May 3, 2000	Method for Efficiently and Securely Delivering Computer Applications Over a Network
OMNI-0002	09/784,699	February 14, 2001	Intelligent Network Streaming and Execution System for Conventionally Coded Applications
OMNI-0003	09/858,260	May 15, 2001	Client-Side Performance Optimization System for Streamed Applications
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OMNI-0006	09/827,030	April 5, 2001	Client Installation and Execution System for Streamed Applications
OMNI-0007	10/010,147	November 6, 2001	Network Caching System for Streamed Applications
OMNI-0008	09/847,813	May 1, 2001	Anti-Piracy System for Remotely Served Computer Applications
OMNI-009PR	60/246,384	November 6, 2000	Adaptively Optimized Network Streamed Execution of Conventionally Coded Applications

EXHIBIT E
HARDWARE

LIST OF HARDWARE TO BE TRANSFERRED PURSUANT TO THIS AGREEMENT

Description	Serial Number
400/800GB 8MM MAMMOTH LVD 1DR 20SLOT EXB220R	11014216
Dell PowerEdge 2400 Base, P3K 600MHz Processor w/256K, 133 Cache	569200B
Dell PowerEdge 2400 Base, P3K 600MHz Processor w/256K, 133 Cache	7B9200B
Dell PowerEdge 2400 Base, Dual P3K 600MHz Processor w/256K, 133 Cache	DVL200B
Dell PowerEdge 2400 Base, Dual P3K 600MHz Processor w/256K, 133 Cache	FKR620B
Dell PowerEdge 2450 Base, P3, 733MHz Processor w/256K Cache	32JB301
Dell PowerEdge 2450 Base, P3K 600MHz Processor w/256K Cache	5TEBQ
Dell PowerEdge 2450 Base, P3K 600MHz Processor w/256K Cache	5TEBR
Dell PowerEdge 2450 Base, P3K 600MHz Processor w/256K Cache	5TEBT
Dell PowerEdge 2450 Base, P3K 600MHz Processor w/256K Cache	5TECB
Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache	1S03001
Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache	2S03001
Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache	3S03001
Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache	DWJW001
Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache	JR03001
Dell PowerEdge 2450 Base, P3K 600MHz Processor w/256K Cache	3KY520B
Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache	CXJW001
Dell PowerEdge 2450 Base, P3K 667MHz Processor w/256K Cache	DXJW001
Rack for Dell PowerEdge Base, Black, Factory Install	HQC100B
Rack for Dell PowerEdge Base, Black, Factory Install	DCYH20B
Cisco C3524-XL-EN 24PT	SFAA0404J0KM
Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache	3B6G301
Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache	496G301
Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache	596G301
Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache	72JB301
Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache	B2JB301
Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache	F96G301
Dell PowerEdge 2450 Base, P3, 733 MHz Processors with 256 Cache	G96G301
Dell IU LCD panel/keyboard	
Rack for Dell PowerEdge Base, Black, Factory Install, Smartups 3000	H53F301
Backup tapes of source code	